

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

DAVIESS

*MVP Contract
TAX/Dilling 2003
(2)*

The attached Schedules Numbered IN2003.014.01 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.014 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	DAVIESS COUNTY, INDIANA 200 East Walnut Street Washington, Indiana 47501 ("Customer")
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5300 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Jo Ann McCracken and Joyce E. Goodwin</u> Telephone No.: <u>(812) 254-8662, or 8677</u> Fax No.: _____ E-mail Address: _____

14PTBMO1

The parties have executed these Schedules as of the dates set forth below their respective signatures

MANATRON, INC.

By: [Signature]
(Signature)

Its: CTO
(Title)

Date: 6/18/03

Witnessed: Matthew Henry

By: Matthew Henry

DAVIESS COUNTY, INDIANA

By: [Signature]
(Signature)

Its: President
(Title)

Date: _____

By: [Signature]
(Signature)

Its: Vin Perich
(Title)

Date: 6/9/03

By: [Signature]
(Signature)

Its: [Signature]
(Title)

Date: 6/9/03

Witnessed: Jo Ann McCracken

Date: June 9, 2003

SIGNATURE PAGE

Schedule No. IN2003.014.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.014 between Manatron, Inc. and the undersigned Customer (the "Agreement").

HARDWARE				
Equipment Description	QTY	Unit Price	Total Price	Office
Kingston 64mb Memory Board for HP	2	\$ 35.00	\$ 70.00	✓ Treasurer
HP LaserJet 8150DN	1	\$ 3,569.00	\$ 3,569.00	✓ Treasurer
HP 3yr Same Day on-site warranty uplift for HP8150DN	1	\$ 1,714.00	\$ 1,714.00	✓ Treasurer
HP LaserJet 4200N	1	\$ 1,875.00	\$ 1,875.00	✓ Treasurer
HP 3yr Next Day on-site warranty uplift for HP4200N	1	\$ 400.00	\$ 400.00	✓ Treasurer
HP Duplex Assembly for HP4200N	1	\$ 324.00	\$ 324.00	✓ Treasurer
Epson Validation Printer	1	\$ 544.00	\$ 544.00	✓ Treasurer
Epson Power Supply	1	\$ 55.00	\$ 55.00	✓ Treasurer
Parallel Cable	1	\$ 10.00	\$ 10.00	✓ Treasurer
Epson Journal Paper	10	\$ 3.00	\$ 30.00	Treasurer
Epson Ribbons	2	\$ 9.00	\$ 18.00	Treasurer
Total Hardware Fees:				\$ 8,609.00

All quoted fees for Hardware are valid for 60 days from the date of this Schedule.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

TERM OF HARDWARE SCHEDULE: This Schedule shall expire upon the later of the (1) receipt and payment of the Hardware as specified above or (2) expiration of the Hardware warranty (if applicable).

HARDWARE PAYMENT TERMS: Manatron shall invoice 100% of the amount of the Hardware upon receipt by Customer.

Master No. IN2003.014

Date: May 5, 2003

SOFTWARE SCHEDULE FOR DAVIESS COUNTY, INDIANA

Schedule No. IN2003.014.01 to the Master Agreement for Licensed Software, Hardware and Services.

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SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
MVP Tax (Auditor 5 users, Treasurer 8 users)	MVP-TAX	13	\$ 5,000.00	\$ ✓ 65,000.00	Auditor/Treasurer
- Billing collections			Included		
- Property Maintenance			Included		
- Cashiering			Included		
- Distribution with Settlement			Included		
- Delinquency			Included		
MVP Tax Inquiry Only (Auditor 1 user, Treasurer 1 user)	MVP-TAX	2	\$ 1,000.00	\$ 2,000.00	✓ Auditor/Treasurer
Open Windows Treasurers Fund (Single User)	WTR	1	\$ 6,000.00	\$ 6,000.00	Treasurer
Open Windows Financials Upgrade to 4.x (3 users)			No Charge	No Charge	Auditor
- OW Payroll	WPR	1			"
-OW Fund (GL/AP/Receipting/Banking)	WGL	1			"
Total Software Fees:					\$ 73,000.00

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

SOFTWARE PAYMENT TERMS: Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation.

Master No. IN2003.014

Date: May 5, 2003

MVP-TAX Software
 $\$67,000 \times 25\% = \$16,750.00$

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Software Description	QTY	Unit Price	Total Price	Office
Microsoft Windows 2000 Clients	15	\$ 33.00	\$ 495.00	✓ Auditor/Treasurer
Backup Exec	1	\$ 611.00	\$ 611.00	✓ Auditor/Treasurer
PCAnywhere (host & remote)	1	\$ 208.00	\$ 208.00	✓ Auditor/Treasurer
PCAnywhere (host only)	2	\$ 116.00	\$ 232.00	✓ Auditor/Treasurer
Uniface Additional User	1	\$ 300.00	\$ 300.00	Auditor/Treasurer
Uniface Administration Fee	1	\$ 200.00	\$ 200.00	Auditor/Treasurer
Microsoft SQL 2000 Clients	15	\$ 169.00	\$ 2,535.00	✓ Auditor/Treasurer
Crystal Reports (runtime)	15	Included in Application Software		Auditor/Treasurer
Total Third-Party Software Fees:				\$ 4,581.00

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

TERM OF THIRD-PARTY SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

THIRD-PARTY SOFTWARE PAYMENT TERMS: Manatron shall invoice 100% of the amount of the Third-party Software upon the receipt of the Third-party Software by Customer.

[Manatron shall invoice 100% of the amount of the Third-Party Software upon the later of the receipt of the Third-Party Software by Customer or the installation of the Third-Party Software on Customer's computer system.]

[THIRD-PARTY SOFTWARE WARRANTY: Insert Third-Party Software warranty language]

Master No. IN2003.014

Date: May 5, 2003

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR DAVIESS COUNTY, INDIANA

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HARDWARE MAINTENANCE SERVICES			
Hardware Product	Model Number	Annual Price	Office
Kingston 64mb Memory Board for HP	KTH-LJ4100/64	Manufacturer Warranty	Treasurer
HP LaserJet 8150DN	C4267A	Manufacturer Warranty	Treasurer
	H5492E	Manufacturer Warranty	
HP 3yr Same Day on-site warranty uplift for HP8150DN			Treasurer
HP LaserJet 4200N	Q2426A	Manufacturer Warranty	Treasurer
	H5479E	Manufacturer Warranty	
HP 3yr Next Day on-site warranty uplift for HP4200N			Treasurer
HP Duplex Assembly for HP4200N	Q2439A	Manufacturer Warranty	Treasurer
Epson Validation Printer	C89011	Manufacturer Warranty	Treasurer
Epson Power Supply	C825343	Manufacturer Warranty	Treasurer
Parallel Cable	22-069	Manufacturer Warranty	Treasurer
Epson Journal Paper	2141CLT	Manufacturer Warranty	Treasurer
Epson Ribbons	ERC-32	Manufacturer Warranty	Treasurer
Total Hardware Maintenance Fees:			\$ -

HARDWARE MAINTENANCE: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

HARDWARE MAINTENANCE PAYMENT TERMS: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR DAVIESS COUNTY, INDIANA

Schedule No. IN2003.014.01 to the Master Agreement for Licensed Software, Hardware and Services.

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SOFTWARE SUPPORT SERVICES

Software Product	Model Number	Annual Price	Office
VVP Tax (Auditor 5 users, Treasurer 8 users)	MVP-TAX	\$ 19,500.00	Auditor/Treasurer
VVP Tax Inquiry Only (Auditor 1 user, Treasurer 1 user)	MVP-TAX	\$ 600.00	Auditor/Treasurer
Open Windows Treasurers Fund (Single User)	WTF	\$ 2,520.00	Treasurer
Open Windows Payroll	WPR	\$ 4,320.00	Auditor
Open Windows Fund (GL/AP/Receipting/Banking)	WGL	Remain at Current	Auditor
Microsoft Windows 2000 Clients	C78-00483	Per Call	Auditor/Treasurer
Backup Exec	E093808	\$ 214.00	Auditor/Treasurer
Anywhere (host & remote)	07-00-03411	\$ 120.00	Auditor/Treasurer
Anywhere (host only)	07-00-03416	Included	Auditor/Treasurer
Interface Single User	UNIFACE RUNTIME	\$ 105.00	Treasurer
Microsoft SQL 2000 Clients	359-00533	\$ 3,900.00	Auditor/Treasurer
Instal Reports (runtime)		\$ 960.00	Auditor/Treasurer
Total Software Support Services Fees:		\$	32,239.00

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases defined in section 8.2 of the Master Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contract the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DEFERRED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron a delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The first billing fee may be paid in equal monthly installments.

No. IN2003.014
May 5, 2003

PROFESSIONAL SERVICES SCHEDULE FOR: DAVIESS COUNTY, INDIANA

Schedule No. IN2003.014.01 to the Master Agreement for Licensed Software, Hardware and Services.

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PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Equipment Installation	INSHW	1	\$ 1,150.00	\$ 1,150.00	Treasurer ✓	TBD
Application SW Install	INSAPP	1	\$ 2,500.00	\$ 2,500.00	Auditor/Treasurer ✓	TBD
Third Party SW Install	INS3RD	1	\$ 1,000.00	\$ 1,000.00	Auditor/Treasurer ✓	TBD
Pre Installation	PRE	1	\$ 1,000.00	\$ 1,000.00	Auditor/Treasurer ✓	TBD
Data Transfer	TRANS	1	\$ 500.00	\$ 500.00	Auditor/Treasurer ✓	TBD
Conversion (Solid to SQL)	CONV	1	\$ 2,000.00	\$ 2,000.00	Auditor/Treasurer ✓	TBD
Conversion MVP Tax	CONV	1	\$ 5,000.00	\$ 5,000.00	Auditor/Treasurer ✓	TBD
			\$ -			
Total Professional Services Fees:				\$ 13,150.00		

00
+ 500

TERM OF PROFESSIONAL SERVICES SCHEDULE:

PROFESSIONAL SERVICES PAYMENT TERMS: Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

CABLING/ NETWORKING - Not included in contract

The County has the following options:

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a certified subcontractor

PROFESSIONAL SERVICES SCHEDULE FOR DAVIESS COUNTY, INDIANA

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CONSULTATION/TRAINING SERVICES

DESCRIPTION	Model Number	Total Price	Days/PTY	Office
Open Window Treasurer Fund Accounting	TRNG	\$ 4,250.00	5	Treasurer
MVP Tax	TRNG	\$ 17,000.00	20	Auditor/Treasurer
Open Window Financials to Version 4	TRNG	\$ 850.00	1	Auditor
Total Consultation/Training Services Fees:				
			\$ 22,100.00	

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

TERM OF SUPPORT SERVICES SCHEDULE:

CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS: Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

MVP TRAINING
1700
850
1700

TRAIN
Meals/Lodg/TAV/
1987.40
941.24
84.24

Master No. IN2003.014

Date: May 5, 2003

SUMMARY SCHEDULE FOR DAVIESS COUNTY, INDIANA

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ 8,609.00
THIRD-PARTY SOFTWARE	\$ 4,581.00
SOFTWARE	\$ 73,000.00
PROFESSIONAL SERVICES (Billed as Used)	\$ 13,150.00
CONSULTATION/TRAINING SERVICES	\$ 22,100.00
TOTAL CONVERSION SOFTWARE FEES	\$ -
Total One Time Fees - Plus Freight:	\$ 121,440.00

ONGOING FEES	
DESCRIPTION	Total Price
HARDWARE MAINTENANCE SERVICES	\$ -
SOFTWARE SUPPORT SERVICES	\$ 32,239.00
DATABASE HOSTING SERVICES	\$ -
Total Ongoing Fees:	\$ 32,239.00